

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 65 PAGES		
2. CONTRACT (Proc. Inst. Indent.) NO. DTFH61-11-D-00019		3. EFFECTIVE DATE FEBRUARY 3, 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 21-21-10071			
5. ISSUED BY US DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION OFFICE OF ACQUISITION MANAGEMENT 1200 New Jersey Avenue, SE (Mail Stop E65-101) Washington, DC 20590		CODE HAAM-30A	6. ADMINISTERED BY (If other than Item 5) CODE SAME AS BLOCK #5				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Booz Allen Hamilton 8283 Greensboro Drive McLean, VA 22102			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT NONE				
CODE			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		
11. SHIP TO/MARK FOR SEE SECTION F			CODE		ITEM 12		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			14. ACCOUNTING AND APPROPRIATION DATA 15X0439060-0000-021J600601-2101-000000-25305-61006600 \$50,000.00				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	SEE SECTION B Total Potential Amount: \$113,834,543.00	1		\$21,612,884.00	\$21,612,884.00		
15G. TOTAL AMOUNT OF CONTRACT					\$ 21,612,884.00		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or Print)				20A. NAME OF CONTRACTING OFFICER			
				Robert B. Robel, Contracting Officer			
19B.				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED 2/3/11				20C. DATE SIGNED 3 Feb 2011			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all the necessary facilities, materials, and personnel and shall perform technical, non-personal services and program support necessary under this contract, entitled **Intelligent Transportation Systems (ITS) Technical Support Services**. Such services and program support shall be rendered to the Federal Highway Administration (FHWA) through the issuance of cost-plus-fixed-fee and firm-fixed-price task orders, under this indefinite delivery/indefinite quantity (IDIQ) contract.

The Total Estimated Amount for the performance of this indefinite delivery/indefinite quantity contract (Base Period, plus four option years) is \$ [REDACTED]. That amount includes an estimated total aggregate *cost* of \$ [REDACTED].

The estimated amount for the performance of the Base Period (one year) of this indefinite delivery/indefinite quantity contract is \$ [REDACTED]. That amount includes an estimated aggregate *cost* of \$ [REDACTED].

The estimated amount for the performance of the First Option Year of this indefinite delivery/indefinite quantity contract is \$ [REDACTED]. That amount includes an estimated aggregate *cost* of \$ [REDACTED].

The estimated amount for the performance of the Second Option Year of this indefinite delivery/indefinite quantity contract is \$ [REDACTED]. That amount includes an estimated aggregate *cost* of \$ [REDACTED].

The estimated amount for the performance of the Third Option Year of this indefinite delivery/indefinite quantity contract is \$ [REDACTED]. That amount includes an estimated aggregate *cost* of \$ [REDACTED].

The estimated amount for the performance of the Fourth Option Year of this indefinite delivery/indefinite quantity contract is \$ [REDACTED]. That amount includes an estimated aggregate *cost* of \$ [REDACTED].

All travel shall be reimbursed at cost, in accordance with the travel and per diem clause (reference Section G). The un-loaded cost of travel and per diem shall not exceed \$ [REDACTED] per year. This amount is *included in* the total estimated amount of the contract, as stated above.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Intelligent Transportation Systems (ITS) Joint Program Office (JPO) is charged with the planning and execution of the ITS Program as authorized by Congress in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

(SAFETEA-LU, P.L. 109-59). This program encompasses a broad range of technologies that are applied to the surface transportation system. The ITS JPO coordinates with and executes the program in cooperation with the surface modal administrations within the Department of Transportation, such as: Federal Highway Administration (FHWA), Federal Transit Administration (FTA), National Highway Traffic Safety Administration (NHTSA), Federal Motor Carrier Safety Administration (FMCSA), et al.

C.2 CONTRACT OBJECTIVES

This contract will provide a broad range of capabilities that are essential for complementing the technical capabilities of federal staff who are the leaders of the ITS Program and other Transportation programs. This contract will provide specific services and supplies, on a task order basis, as deemed necessary to support the ITS JPO staff, other agencies within the DOT, and other Federal agencies working with the DOT.

C.3 SCOPE

The Contractor shall provide technical assistance, subject matter expertise, services and supplies to assist in delivering the ITS Program. The Contractor and subcontractors shall support the coordination of technical content delivery among Transportation Programs and shall advise JPO and other federal staff on Program technical matters. The Contractor shall represent and advise, but not shape, Federal program interests in technical and policy matters. The contractor is expected to deliver support in three (3) major competencies:

Technical Competencies: Experience, knowledge, proficiency, and/or skills related to a specific technology or technical area. Examples of technical competencies may include broad knowledge of computer networks, or specific experience working with vehicle On-Board Equipment (OBE).

Functional Competencies: Experience, knowledge, proficiency, and/or skill needed to perform a particular type of work activity (function). Functional competencies are related to expertise in a given function and are not necessarily tied to a given situation, i.e., they are competencies which are transferable to different situations. Examples of functional competencies may include program management, training, facilitation, strategic planning, business planning, etc.

Situational Competencies: Experience working in or working with a specific industry, organization, program/project, or group. Examples of situational competencies may include experience in the automotive industry or experience working on the Strategic Highway Research Program (SHRP), etc.

Within each of these three major competencies are more specific supporting competencies and/or activities that focus on providing technical support to the JPO and other Modal Administration Project Managers in the execution of their programs. These supporting competencies and activities will be discussed in more detail in section C.5 –

Delineation of Task Areas below, but broadly include activities such as (but not limited to):

- Technical support in the development of Statements of Work (SOWs) and specifications for research activities
- Technical evaluation of proposals submitted to execute the projects
- Addressing critical technical issues in the development of ITS research programs
- Monitoring the technical aspects of contractor performance in the execution of projects
- Technical evaluation of contractor's work products resulting from these projects
- Technical inputs and/or analysis that is required to develop a project plan prior to open solicitations for the project
- Providing technical recommendations and subject matter expertise on the state of the art in certain ITS technologies

In addition to providing support in the competencies described above, the contractor and subcontractors shall provide program management for their responsibilities under this contract, including start-up and transition activities. The program management, start-up, and transition activities are detailed in 1.4 in section C.5 – Delineation of Task Areas, but broadly include activities such as (but not limited to):

- Contract and task order management
- Task order process management
- Work plan development and maintenance
- Progress / status reporting
- Risk monitoring
- Project kick-off
- Start-up plan development
- Transition plan development
- Task order and work product transition (from incumbent contractor)

C.4 DELINEATION OF TASK AREAS

The following competency and activity descriptions define the broad work areas anticipated under the contract. Although some reflect areas of continuing activity, many are short term and will change with the activity of the various Transportation programs:

1.1. Technical Competencies

The contractor will provide the ITS JPO and other DOT organizations technical assistance and support for the foundational elements of the ITS strategic plans, research and operations. The support activities will include technical and technical policy analyses, and technical contributions to task forces, consortia, and working groups, supporting ITS advanced vehicle-highway safety, mobility, environment, and policy considerations.

The contractor will assess the technical relevancy of efforts in other DOT and other government agencies to the research efforts. Conduct analyses focused on specific technical areas, and contribute to inter-office, -divisional, -agency, and -departmental efforts to enhance the benefits from and to transportation-related programs.

The contractor's and subcontractors' expertise must span the breadth of ITS to encompass the current needs of deploying agencies, while also providing targeted expertise to address the emerging needs of the Department of Transportation in its research efforts. The breadth of ITS is depicted through the National ITS Architecture, version 6.1, and can be described according to user needs:

- Travel and Traffic Management
 - Pre-trip Travel Information
 - En-route Driver Information
 - Route Guidance
 - Ride Matching and Reservation
 - Traveler Services Information
 - Traffic Control
 - Incident Management
 - Travel Demand Management
 - Emissions Testing and Mitigation
 - Highway Rail Intersection
- Public Transportation Management
 - Public Transportation Management
 - En-route Transit Information
 - Personalized Public Transit
 - Public Travel Security
- Electronic Payment
 - Electronic Payment Services
- Commercial Vehicle Operations
 - Commercial Vehicle Electronic Clearance
 - Automated Roadside Safety Inspection
 - On-board Safety and Security Monitoring
 - Commercial Vehicle Administrative Processes
 - Hazardous Materials Security and Incident Response
 - Freight Mobility
- Emergency Management
 - Emergency Notification and Personal Security
 - Emergency Vehicle Management
 - Disaster Response and Evacuation
- Advanced Vehicle Safety Systems
 - Longitudinal Collision Avoidance
 - Lateral Collision Avoidance
 - Intersection Collision Avoidance
 - Vision Enhancement for Crash Avoidance
 - Safety Readiness

- Pre-crash Restraint Deployment
 - Automated Vehicle Operation
- Information Management
 - Archived Data
- Maintenance And Construction Management
 - Maintenance and Construction Operations

1.1.1. Multi-Modal Technical Assistance

The contractor shall provide Multi-Modal Technical Assistance to the ITS Joint Program Office, its Modal Administration partners through the Department of Transportation, and its stakeholders in the public, private, and academic sectors. This support encompasses the technical support for pursuing ITS and Transportation research and development that contributes towards deployment.

1.1.1.1. Comprehensive Technical Support to the ITS Program

The contractor shall provide continual technical assessment, evaluation of issues, technical assistance and analysis that support the execution of the ITS and other Transportation Programs. In the area of training, the contractor may be asked to provide specific training and knowledge building in understanding the technical issues impacting the strategic plan activities. This training may be in the form of general topic briefings, subject specific briefings, webinars, and/or white papers.

Specific technical assistance activities will be identified continually through the life cycle of the Program research activities listed below. These assistance activities will involve a range of competencies including, but not limited to, systems engineering, subject matter research and analysis, architecture analysis, economic and econometric analysis, design and implementation issues, training, etc.

The ITS Strategic Plan has identified the following as the body of research that will be targeted by the ITS Program during the life of this contract:

- Multi-Modal Research – Applications
 - IntelliDriveSM Vehicle to Infrastructure Communications for Safety
 - To accelerate the implementation of the next generation of safety improvements through deployment of a nationwide suite of V2I - equipped vehicles in all categories capable of communicating effectively with relevant infrastructure systems
 - IntelliDriveSM Vehicle to Vehicle Communications for Safety
 - To accelerate the implementation of next generation of safety improvements through the widespread deployment of V2V - equipped vehicles of all types
 - Real-Time Data Capture & Management
 - To accelerate the implementation of the next generation of transportation system improvements by providing real-time, multi-

- modal information in all 50 states that will improve energy conservation, traveler information, safety, and reduce congestion.
- Dynamic Mobility Applications
 - To improve transportation mobility by providing travelers and transportation system operators with real-time, dynamic, decision-making capabilities through access to a nationwide suite of applications based on improved collection and processing of real – time data, supplemented by improved communications between vehicles and infrastructure.
 - Road Weather Management
 - To facilitate and improve the value of road weather information provided by both public and private sector weather communities to all transportation users and operators through robust data assimilation, quality checking and effective dissemination.
 - Applications for the Environment: Real-Time Information Synthesis (AERIS)
 - To generate/acquire environmentally-relevant real-time transportation data, use this data to create actionable information to support and facilitate “green” transportation choices, and assist system users and operators with “green” transportation alternatives or options.
 - Multi-Modal Research – Technology
 - Human Factors for IntelliDriveSM
 - To eliminate distractions related to IntelliDriveSM devices as a contributing factor to crashes. Achieve this by evaluating driver distraction issues while leveraging the convergent findings of epidemiological studies, experimental studies, and analyses of crash data
 - IntelliDriveSM Test Environment
 - Create a common resource for public and private sector multi-modal testing
 - Harmonization of International Standards and Architecture
 - Develop internationally harmonized standards, particularly around vehicle-based applications
 - IntelliDriveSM Certification
 - Establish a technology & application certification approach, particularly for active safety applications
 - IntelliDriveSM Systems Engineering
 - This revised baseline architecture and requirements will serve as the technical foundation for the next generation of IntelliDriveSM field tests, for initial and ongoing deployments of IntelliDriveSM, and for continued research as the core technologies and program evolve
 - Multi-Modal Research – Policy
 - IntelliDriveSM Policy

- This work area is intended to support and execute policy research activities related to the IntelliDriveSM program. A policy research plan and roadmap for the program is available at: <http://www.intelldriveusa.org/research/policy-roadmap.php> (this plan may be updated periodically, please check the website for updates). The plan is organized around five (5) research tracks: Deployment Scenarios and Implementation and Operations Strategies, Investment Models, Governance Structures, Institutional Issues, and Comparative Analysis and Reporting. This contract is anticipated to support work across all 5 tracks in cooperation with IntelliDriveSM stakeholders. However, not all work described in the research plan will be executed through this contract. Activities might include:
 - Supporting development of a deployment approach for DSRC 5.9GHz infrastructure
 - Supporting development of a viable financing strategy for funding implementation and operation of DSRC 5.9GHz infrastructure
- Mode Specific Research
 - FHWA - Active Traffic Management
 - To identify ATM benefits and operating criteria to allow agencies to truly, in real time, manipulate traffic flow, capacity and demand throughout the transportation network
 - FMCSA/FHWA - International Border Crossing E-screening
 - To determine the best technology/ITS solutions for a bi-national (US/Mexico) tolling and payment system that accommodates dynamic (variable) pricing at the border for congestion management and idle /emissions reduction
 - To identify if the successful deployment of a radio frequency identification (RFID) technology-based solution yields significant time savings and safety benefits in international border crossing regions
 - FMCSA/FHWA- Smart Roadside
 - To accelerate the development and integration of commercial vehicle applications into the suite of existing and planned USDOT IntelliDriveSM Vehicle-to-Infrastructure applications
 - FMCSA - CVISN Core and Expanded
 - To improve the safety and productivity of motor carriers and their drivers, and reduce regulatory and administrative costs for public- and private-sector stakeholders through improved data sharing, electronic credentialing, and targeted automated screening and targeted enforcement of high-risk carriers at the roadside
- Exploratory Research
 - Technology Options for Collecting User Fees
 - Study technology options, requirements & architectures to support range of policy options.

- Multi-Modal Integrated Payment System
 - Develop white paper to assess need for federal research to enable integrated multi-modal payment.
- Exploratory Solicitation
 - Scan for new technologies & provide incentives for innovative applications.
- Other ITS Research
 - I-95 Corridor Coalition
 - To promote regional cooperation, planning, and shared project implementation for programs and projects to improve transportation system management and operations, as codified in Sec 5211 of SAFETEA-LU
 - Integrated Corridor Management
 - Provide guidance to assist agencies in implementing Integrated Corridor Operations, create supporting analysis tools, approaches, and technical standards, and demonstrate the value of Integrated Corridor Management
 - Mobility Services for All Americans (MSAA)
 - To improve transportation services and simplify access to employment, healthcare, education, and other community activities by means of the advanced technologies of Intelligent Transportation Systems (ITS) and through extending transportation service partnerships with consumers and human service providers at the federal, State, and local levels

1.1.1.2. Technical Support for Independent Validation and Verification (IV&V) Efforts

This activity will develop information about the comprehensive value of ITS deployment through IV&V efforts that can be disseminated to public and private organizations. The aim for providing this information is to foster cost-effective deployment of ITS technologies in support of transportation problems.

The activity requires identifying and collecting technical metrics, analyzing, and reporting program effectiveness information to support U.S. DOT programmatic and policy decisions; conduct outreach to ITS stakeholders; and develop responses to inquiries from the legislative and executive branches of the Federal Government. This activity will require continuous coordination with ITS JPO.

The contractor shall possess an understanding of institutional issues associated with ITS deployment and integration projects. This activity may also include conducting independent crosscutting reviews of ITS projects and identification of technical issues surfaced during project implementation.

Examples of specific areas of IV&V technical interest include, but are not limited to:

- Serve as the ITS JPO focal point for technical assessment of costs and benefits information.
 - Development and maintenance of the ITS Benefits and Costs Database, to include maintenance of a Web-based version accessible at www.benefitcost.its.dot.gov.
 - Ensure that ITS unit costs data are supplied to the ITS Deployment Analysis System (IDAS).
 - Develop the periodic ITS cost-related reports.
 - Conduct effectiveness analyses in terms of the U.S. DOT metrics used to measure impacts of ITS implementation in seven goal areas:
 - reductions in crashes;
 - improved throughput;
 - improved travel time reliability;
 - cost savings;
 - reduced emissions and fuel consumption;
 - improved overall customer satisfaction, and
 - Causal effects between deployed technologies and outcomes.
- Conduct technical assessments of performance measures including, inputs, outputs, outcomes, and measures of value added (such as benefit-cost or multi-criteria indices)
- Develop periodic communication with project management teams to review ITS cost issues.
- Conduct research and analyses of ITS benefits identified in deployments outside the U.S. This activity requires an understanding of evaluation techniques employed in the European Union, Japan, Canada, and Latin America.
- Produce a biannual report reflecting a snapshot of the ITS benefits in the database, and presenting conclusions regarding the benefits (or dis-benefits) of ITS implementations.
- Perform periodic Web site utilization trends analyses.
- Participate in the design, development and maintenance of an ITS Lessons Learned Database.

1.1.1.3. Technical Assistance to DOT to provide assistance to other public agencies

This activity will provide technical assistance; documentation preparation and review; and analysis in response to requests from federal, state, or other public agencies on issues related to the development, deployment, and integration of ITS. The contractor will further ensure that any information and lessons learned from this activity is fully documented and captured to support subsequent technology transfer. The specific technical assistance activities will be identified as part of the initial assistance request and/or assessment.

NOTE: in order to provide this assistance on-site visits may be required.

Common activities related to this task area include:

- Preparation and delivery of training sessions and/or workshops focusing on the state-of-the-practice/art in intelligent transportation systems/technologies; the impact on the implementation and operation of specific technologies; the application of federal regulations and requirements; and best practices and lessons learned relating to individual transportation and public agencies, regional and national organizations, industry groups, and/or topic specific working groups;
- Organization, support, and facilitation of workshops, working groups, and ad-hoc meetings/committees focused on obtaining peer-to-peer collaboration; analysis of best-practices; or identification and resolution of issues regarding specific ITS transportation topics;
- Initial assessment and evaluation of technical issues and technical assistance regarding specific ITS transportation topics.
- Data collection and analysis of information for the resolution of ITS deployment issues. This may include but is not limited to: monitoring specific projects, agencies, or regions concerning ITS transportation deployment, operation and impacts; carrying out cross-cutting scanning tours, surveys, and interviews on specific ITS transportation topics; development of syntheses of current practice and/or comparative analyses;
- Assistance in the analysis and decisions impacting ITS transportation projects. This may include but is not limited to the development of evaluation plans and performance measures, assistance regarding the collection of data and its analysis, assistance in the development of analysis tools and in conducting the evaluation, and preparation and maintenance of impact databases and summaries;
- Development and maintenance of databases, websites, application of social networking including web 2.0/ web 3.0 technologies or other mechanisms for industry collaboration and/or information dissemination;
- Preparation of technical assistance work plans for significant efforts as requested by the ITS JPO; or
- Preparation of trip reports, activity summaries, case studies, lessons-learned, white papers or guidance materials.

1.1.1.4. Professional Capacity Building (PCB)

Provide technical assistance to ITS efforts to enhance the knowledge and skills of transportation professionals in support of the deployment of ITS. The activity requires contractor technical support for key aspects of the ITS PCB Program. Specific assistance activities will be identified as part of initial assistance requests and/or assessments. The assistance may include subject matter research and analysis, support for training program design and implementation, support for evaluations of alternative delivery modes, etc. Examples of specific areas of interest include, but are not limited to, the technical aspects of:

- Collecting and analyzing information regarding curriculum topics of greatest need
- Identifying subject matter experts and helping to plan and coordinate curriculum development activities

- In cooperation with DOT's University Transportation Center, identifying potential opportunities for partnering with universities to support the development of future generations of ITS professionals.
- Assisting in creating and coordinating mechanisms for peer-to-peer communications and learning
- Helping to identify and assemble information regarding best practices, lessons learned, and case studies from ITS and/or DOT databases to include in ITS training curricula
- Assisting in efforts to obtain recommendations from experts and input from potential users on ways to increase enrollment in web-based training and on preferred alternative learning modes.
- Undertaking other Professional Capacity Building technical support tasks as they arise.

1.1.2. Advanced Research Support

This activity will provide technical assistance and subject matter expertise in the identification of major technical problem areas and technical knowledge gaps that interfere with achieving ITS strategic goals and to identify the advanced technologies/materials/analytical methods that could be explored to produce breakthrough results in ITS research.

These activities will involve a range of competencies including, but not limited to:

- Technical Subject Matter Expertise (SME) in the areas of technology, transportation, traffic management, road/weather management, operational meteorology, the environment, ITS standards, telecommunications, data exchange, automotive safety, automotive electronics, crash analysis (data), and human factors
- Addressing evolving trends in transportation technology
- Technology roadmaps and adoption analysis

The specific technical assistance activities will be identified as part of the initial assistance request and/or assessment. These assistance activities may involve technical support in:

- Strategic Planning: Assist the ITS programs in technology aspects of developing, updating, and disseminating mid- to long-term plans and actions that enable ITS to achieve its advanced research program objectives. The contractor will assist in the Strategic Planning cycle including contributing to the organization and conduct of workshops and seminars designed to identify mid- to long-term plans and actions directed at breakthroughs towards resolving the defined research problems.
- Technical Assessments: When the appropriate technology or expertise is not available within ITS, the contractor will provide technical and process (e.g., cost/benefit analysis) assessments of alternative or competing technologies. The

contractor will provide specialist experienced input from staff, or when appropriate by subcontract, with ITS JPO concurrence including:

- Identifying, acquiring, and developing processes to assess the technical merits, cost, and operational effectiveness of new, alternative, or competing methods and technologies.
 - Applying technology assessment to proposed or in-progress efforts so that alternative or competing technologies can be equitably evaluated and compared.
 - Identifying, acquiring, and, as necessary, developing processes to assess the technical merits, cost, and operational effectiveness of technology proposals and products.
- Technology Roadmaps: Developing technical and program roadmaps to the desired end state by identifying available technology, technology opportunities, and technology challenges to be addressed in the multi-year mode and multi-modal programs. The technology roadmap provides the basis for soliciting and evaluating proposals and judging progress toward program objectives. The contractor will assist in developing the technical aspects of Advanced Research Plans and Technology Roadmaps including contributing to the organization and conduct of research problem definition, review panels, and research program presentations or Program Proposal roadmaps.
- Concepts of Operation: Assist the ITS programs in developing, updating, and disseminating Concept of Operations that define the desired characteristics of proposed systems/technologies and the set of capabilities which may be employed to achieve desired objectives.

1.1.3. Support and Assistance for ITS Technical Tools

This activity will provide technical support and assistance in the application of tools, modeling activities, computer aided instruction (CAI) training and support efforts, simulation, and the analysis of potential new technical tools associated with the ITS program.

The support and assistance activities will include technical analyses and technical contributions to ITS Program. Some examples of specific areas of interest include, but are not limited to the technical aspects of:

- Conducting technical analyses of specific analytical tools and modeling activities, computer aided instructional technology, and simulation;
- Participating in preparing for the delivery, validation, and operational implementation of related research tools;
- Conducting/providing technical recommendations, support, reviews and evaluations;
- Provide technical recommendations, evaluations, and assistance in human factors analyses.
- Providing technical analyses and technical contributions to task forces, consortia, and working groups supporting the ITS Program.

1.1.4. ITS Research Evaluation Technical Assistance

This activity will provide technical support needed for managing the field testing and model deployments of ITS programs research applications and technology. Separate, independent procurements will be made to perform the actual ITS Research Evaluation activities, however, some technical assistance may be required in the conduct of such evaluations related to the technical aspects of the programs. This activity area is for technical assistance in support of the research evaluations.

The contractor will provide support in the technical aspects of the implementation and oversight of applications, technology, and standards resulting from the ITS JPO research program. The contractor will provide assistance to the ITS program managers in their efforts to test or demonstrate limited deployment or field testing of their research products. Areas requiring competency include:

- Safety Technical Aspects
- Mobility Technical Aspects
- Environment Technical Aspects
- Policy and Foundational Aspects
- Testing and Demonstrations Technical Aspects
- Program Effectiveness Utilizing Technical Metrics

Examples of research evaluation technology assistance may include:

- Developing and providing subject specific briefings;
- Providing on-call program and technical assistance in coordination with DOT modal organizations, other DOT organizations and field offices, participating national and international governmental agencies, state and local agencies, and industry stakeholders (on site visits as appropriate);
- Monitoring local negotiations and providing assistance/recommendations as necessary to accelerate the implementation;
- Reviewing and commenting on proposed implementation plans from participating areas;
- Monitoring progress and providing status updates;
- Reviewing and commenting on technical aspects of contract submittals;
- Monitoring technical aspects of contractor performance and reporting to ITS JPO;
- Supporting the ITS JPO information repository to manage archived data and reports, and coordinating their use within DOT;
- Documenting experiences and lessons learned and working with the ITS JPO to share these;
- Support in communicating the purpose and benefits of the program in various venues.

1.2. Functional Competencies

Functional competencies involve the experience, knowledge, proficiency, and/or skill needed to perform a particular type of work activity (function). Functional competencies are related to expertise in a given function and are not necessarily tied to a given situation, i.e., they are competencies which are transferable to different situations.

1.2.1. Technical Project Management and Coordination

The contractor shall provide technical project management support and coordination to ITS JPO and ITS-sponsored research programs as needed. Working closely with the ITS JPO and USDOT Program Managers, the contractor shall assist with the following:

- Developing, reviewing, and analyzing technical project plans, technical project schedules, estimates, and other technical documentation;
- Providing program life cycle management and standards support;
- Reviewing contract and procurement documents and plans for technical adequacy;
- Developing and evaluating technical measures and processes to ensure efficient and effective delivery of programs and projects;
- Drafting technical project management presentations and reports;
- Collecting and contributing project management information to ITS tracking systems and information repositories;
- Attending project meetings, and preparing and distributing minutes;
- Controlling technical information exchange, coordinating technical project management input, and seeking consensus from project stakeholders;
- Other technical project management and general administrative support services, including graphic design/support.

1.2.2. Systems Engineering Support

The contractor shall provide systems engineering support to ITS JPO and ITS-sponsored research programs. Working closely with the ITS JPO and USDOT Program Managers, the contractor shall provide the following as needed:

- Systems definition, planning, analysis, and evaluation;
- Systems research evaluation, operational test, and deployment support;
- Systems life cycle costing and cost analysis;
- Develop IT and telecommunications security plans, security risk assessments, security requirements, and security architecture;
- Assistance with system architecture definition/development;
- Assistance with governance structure assessment/development;
- Traceability of systems solutions to technical requirements;
- Maintenance of systems engineering documentation;
- Modeling and simulation support;
- System security, reliability, resiliency, redundancy, and maintainability analysis;
- Evaluation of existing and emerging state-of-the-art technologies and their capabilities on a global basis;

- Technical literature/article identification, review, and synopsis.

1.2.3. Policy, Institutional Issues, Regulatory, and Legal Analysis

The contractor shall provide analysis on policy, institutional issues, regulatory, and legal analysis to ITS JPO and ITS-sponsored research programs. The contractor shall provide the following as needed:

- Legal and/or regulatory expertise, research, and analysis on ITS related technical issues in various areas including, but not limited to:
 - Telecommunications
 - Intellectual property, data ownership, and privacy
 - The environment
 - Land use and siting issues regarding utilities (particularly communications)
 - Right-of-way acquisition, resource sharing, and permitting processes
 - Public utility siting challenges, regulations, and relationships with States and municipalities
- Policy research, analysis, and assessment of policy alternatives on issues associated with intelligent transportation systems technology including assessment of policy implications of technical decisions
- Support for intergovernmental relations including interfacing with elected and appointed government officials
- Assistance with development of policy recommendations and agendas
- Assistance with regulatory cost/benefit analysis

In addition to providing support in the areas above, the contractor must have technical understanding and relevant experience with:

- The regulatory process
- The effects of regulation on the market and market opportunities
- Statutory requirements, policy issues, and political environment with utilities
- Liability and innovative risk management and risk sharing concepts
- Public and private finance vehicles

NOTE:

1. **Official legal advice to, and legal representation of, the Government of the United States, the Department of Transportation, and any modal administration of the Department of Transportation *shall not* be performed by the contractor or any subcontractor(s).**
2. **Support for intergovernmental relations shall be undertaken only in coordination with the FHWA Office of Policy and Governmental Affairs.**

1.2.4. Business Planning and Financial Services

The contractor shall provide a broad range of business planning and financial services to ITS JPO and ITS-sponsored research programs. The contractor shall provide expertise in the following areas as needed:

- Business planning (particularly as it relates to technology, telecommunications, and traffic and transit data markets) including an understanding of such issues as business innovation, entry to markets, barriers and challenges, accounting, asset and spectrum valuation and depreciation, life cycle costing models, and revenue models
- Innovative business model development, including ability to assess value of assets, knowledge of how to determine value for forecasting of revenue streams, pricing of innovative technologies and transactions, pricing of data, knowledge of public commodity pricing and markets, and knowledge of synergistic partnerships that offer greater value through the dynamics of vertical and horizontal integration with partners
- Venture capital assessments / strategies (criteria)
- Various types of public-private partnerships, how they are structured and advantages/disadvantages, and the terminology/issues involved with each
- Revenue modeling and forecasting with respect to complex, multi-sector markets, with particular expertise in dotcom concepts and utility concepts
- Financing strategies, including but not limited to structuring partnerships and contract mechanisms, investment strategies, and trade-off analysis
- Fundraising through resource markets for major projects (such as infrastructure or construction) including capital, debt, and equity markets, bond markets, venture capital markets
- Liability and risk assessment, including risk management techniques

Situational Competencies

Situational competency includes experience working in or working with a specific industry, organization, program/project, or group. Examples of situational competencies might include experience in the automotive industry or experience working on the "SHRP" program.

1.2.5. Technology Transfer Technical Assistance and Coordination

This activity will collect, analyze, disseminate, and discuss information about ITS research projects to/with public and private organizations in order to foster their deployment. The experience needed to support this activity includes:

- Private Sector Experience
- State DOT Experience
- Federal and International Experience

The contractor will support the ITS Program Managers in:

- Determining what information/data needs to be transferred
- Developing technological content for technology transfer efforts
- Developing web metrics and measures of technology transfer success

The contractor will provide technical assistance to support ITS knowledge management, knowledge transfer, and technology transfer, as well as stakeholder coordination. The specific technical assistance and coordination activities will be identified as part of the initial assistance request and/or assessment. Particular focus will be on assistance with the following:

- **Outreach Activities:** The contractor will assist with outreach efforts and may be called upon to organize, facilitate, manage the logistics of, and/or participate in meetings with stakeholder organizations, including federal, state and local personnel. In addition to face to face meetings, other mechanisms may be used as appropriate to facilitate stakeholder involvement: video- or tele-conferences, webinars, e-mail distribution lists, information repository on-line coordination, etc. The contractor will assist in the technical planning, such as establishing the meeting agenda or determining the subject areas for the focus of the meetings.
- **Information/Data Coordination Activities:** The contractor will assist in collecting, summarizing, and disseminating technical information. Candidate technical information includes the types of data elements collected, their sources and locations; reported performance measures including: inputs, outputs, outcomes, and measures of value added (such as benefit-cost or multi-criteria indices); integration of data sources; integration with legacy systems; and information dissemination mechanisms being used (511, websites, etc). The contractor will work with ITS JPO to make these data available on the USDOT Web site. Although most information will be made publicly available, consideration will be given to having a limited-access portion accessible only to project personnel. This would facilitate timely exchange of interim data, draft reports, meeting notes, etc. among project personnel. The contractor will also prepare other sources of public information such as brochures, briefings, conference presentations, and briefings to stakeholder committees, and electronic or paper newsletters as appropriate. The contractor will also support collaboration and dissemination of information via social networking, including Web2.0/3.0 technologies.
- **Stakeholder Coordination Activities:** The contractor will assist with convening and planning meetings with various stakeholders including, but not limited to, firms in the automotive industry, automotive after-market providers, transportation associations, state DOTs, and other USDOT administrations (FHWA, FTA, NHTSA, FMCSA, etc.). Stakeholder coordination includes providing assistance with arranging for & scheduling meetings, arranging travel plans for getting stakeholders to meetings, developing meeting agendas and presentations, packaging presentations and supporting material, monitoring stakeholder interaction, and documenting and distributing meeting notes.

- **Technical Support Activities:** The contractor will assure that all appropriate technical information is coordinated with the ITS JPO. The contractor will work with the ITS JPO or other designated DOT organizations to organize this activity by developing mechanisms for acquiring, storing, and disseminating such data; establish common data formats; assist with quality assurance; and spot check the data to ensure that it is accessible, complete, and in the proper format. The contractor will provide recommendations on data harmonization, such as identifying opportunities to use ITS standards, as appropriate. Upon request, the contractor will provide summaries of data sets. The contractor will provide on-call technical assistance, as necessary, in such areas as establishing system acceptance criteria, witnessing acceptance tests, and/or reviewing test results. To this end, site visits will be conducted as appropriate. Lessons learned from other participating areas will be shared with areas having later implementations.
- **Technical Oversight Activities:** The contractor will review technical aspects of project status and progress in the participating areas. As appropriate, the contractor will review contractor activities such as software verification. Upon request from the Task Manager or COTR, the contractor will participate in and provide oversight of acceptance testing activities. The contractor will perform technical reviews of contractor's milestone deliverables, including proposed implementation plans, software documentation, and system acceptance plans. Comments resulting from these reviews will be provided to ITS JPO and COTR/Task Manager.

1.2.6. Mode Focused Research

This activity will provide technical assistance to the modal specific research programs and organizations identified by the ITS Strategic Plan. New modal specific research programs will be defined periodically by the ITS Program. Like their multi-modal counterparts mode specific research programs must meet specific criteria:

- Support identified US DOT goals and priorities.
- Support identified modal goals and priorities if applicable to modal-specific research.
- Offer high potential for return on investment.
- Represent areas where Federal research investment is appropriate and not potentially duplicative.
- Reflect primarily multimodal-focused research while also accommodating modal-specific research.
- Reflect, as appropriate, considerations and recommendations provided by the ITS Program Advisory Committee.
- Reflect, as appropriate, considerations and recommendations provided by external (non-governmental) stakeholders communities.

Technical assistance will be provided to DOT modal administrators/organizations in the technical assessment, evaluation of issues, and analysis of mode specific research. The specific technical assistance activities will be identified as part of the initial assistance request and/or assessment. These assistance activities may involve systems engineering,

subject matter research and analysis, architecture analysis, design and implementation issues, training, etc.

1.2.7. Legislative and Executive Branch Mandated Research

This activity will provide technical assistance in support of legislatively mandated research, defined through authorization or appropriations law. Other research priorities may be defined by ITS/JPO Contracting Officer's Technical Representative (COTR) for the Secretary of Transportation, and in exceptional instances for elsewhere in the Executive Branch. This will include providing technical assistance to ITS and other DOT administrators/organizations in the technical assessment, evaluation of issues, and analysis of Legislative or Executive Branch mandated research. The specific technical assistance activities will be identified as part of the initial assistance request and/or assessment.

1.3. Program Management, Start-up, and Transition

1.3.1. Program Management Activities

The contractor shall provide program management support for the conduct of the contract, the preparation of task order proposals, management of task order work, management, tracking, and reporting of contract and task order financial data, and other special charges that may be required for the contract. Personnel with a Project Management Professional (PMP) certification, as certified by the Project Management Institute (PMI), shall be responsible for this task.

Working closely with the ITS JPO and USDOT Program Managers, the contractor shall provide program management support for each competency area, activity, and task order. At a minimum, the Contractor shall develop and maintain a work plan for all task orders issued. For some task orders or work activities, USDOT Program Managers may require more extensive program management elements such as work breakdown structures (WBS), earned value management, communication plans, etc. as prescribed by the Program Management Body of Knowledge (PMBOK) or other common industry standards. The Contractor shall inform the COTR as soon as possible of any problems encountered or anticipated that might affect successful completion of a deliverable or task order.

Progress Reporting

The contractor is required to provide monthly progress reports addressing work completed, forecasts and hours expended. Specific schedule and information includes:

- Monthly Progress Reports – the Contractor shall submit, to the Government, a progress report one (1) month after the effective date of the contract, and every 30 days thereafter during the period of performance. The Contractor shall prepare a progress report advising of the work completed during the performance period and the work forecast for the following period.

- Risk Monitoring – the Contractor shall document risks that might affect the project and the characteristics of the risk. Types of risks that must be considered include risks potentially impacting: project schedule, scope, and costs. A Risk Management Log must be maintained on an on-going basis during the entire period of performance to track risks, mitigation plans and status. Each risk will have a unique number, probability of occurrence and impact of occurrence rating.

The Contractor shall deliver other program status reports and briefings, as required, and shall ensure that necessary facilities, equipment, and management tools needed to carry out the tasks orders are on-hand. Use of e-mail is encouraged; however, the contractor shall confirm receipt by the COTR or government addressee.

1.3.2. Start-Up Activities

The startup effort shall not extend beyond the first six months of the contract's Period of Performance. During this time, the contractor will take necessary and reasonable steps to start up the new ITS Technical Support Services contract (ITS TSSC); working with the incumbent contractor, as necessary, and as directed by the COTR.

Within two weeks of the award of the contract, the contractor staff leadership shall attend a collaborative "kick off" meeting (additional meetings may be required) to determine required steps to be taken to provide for the transition to the new ITS TSSC. These meetings will include members of the ITS staff, the existing incumbent contractor, and other ITS support contractors (as required).

The ITS TSSC contractor will:

- Provide a plan with suggested steps or processes, a schedule, and supporting documentation that will be required to demonstrate a smooth transition to the new contract within 60 days after award;
- Work closely with the ITS staff and as required, any existing incumbent contractors, to collaboratively reach agreement on the steps, processes, and documentation that may be required;
- Carry out actions necessary to meet the agreed to plan and schedule;
- Participate in defining/refining and implementing the task order process and procedures;
- Taking other reasonable, ITS JPO-approved, administrative steps necessary to begin the substantive work required under this contract.

1.3.3. Transition Activities After the Initial Start-Up Effort

Note: The contractor must establish the program and technical capacity to fully execute the work required within six months of contract award. The purpose of this subtask will be to provide a mechanism for the contractor to bill the ITS/JPO for reasonably incurred costs and activities in transitioning work products from Contract No. DTFH61-05-D-00002 (hereafter referred-to as "the existing

contract") to this "ITS Technical Support Services" contract. Specific tasks will be defined as a part of each Task Order that will be transitioned.

For each Task Order under the existing contract, the contractor will perform, at a minimum, the following:

- Work with the COTR and Task Manager to determine which work products and activities will be transitioned;
- Work with the incumbent of the existing "ITS Engineering Support Services" contract to plan and acquire the necessary work products;
- Develop a transition plan for each task order that will provide for migration from the old contract to the new contract. The transition plan must be approved by the COTR and Task Manager for each Task Order covered by the plan. The plan must indicate which work products will be transferred and the schedule for completion of the transition;
- Document and provide information to the COTR and Task Manager verifying that all elements of the transition plan have been completed.

Note: The contractor shall be fully capable of performance within six months of award under all tasks areas of this contract.

Note: In the performance of all Task Orders issued under this contract, the contractor shall use its own work space/office space, which shall not be located on the U. S. Department of Transportation's premises.

The contractor shall provide office space, located off of Government premises, for the contractor's staff members who will be performing this contract. And because this contract provides the technical support for the U. S. Department of Transportation (DOT) ITS program, the contractor's staff will be in daily contact with the U. S. DOT staff members who are implementing the ITS program. Therefore, a requirement of this contract will be the establishment of a contractor's office facility in the downtown Washington DC area that is easily accessible to the US DOT headquarters, located at 1200 New Jersey Ave, SE, Washington, DC (on M Street; between New Jersey Avenue and Fourth Street, SE). Accessibility will be facilitated by a contractor's office location that is within a short walking distance of a Metro Station and no more than a 20 minute Metro ride from the U. S. DOT headquarters location.

2. Supplementing the skills and expertise of the ITS Program Managers

2.1. Technical Competencies

The contractor will supplement the skills and expertise of the ITS Program Managers in the Technical Competencies. See section L.15-C for additional details/proposal preparation instructions.

2.2. Functional Competencies

The contractor will supplement the skills and expertise of the ITS Program Managers in the Functional Competencies. See section L.15-C for additional details/proposal preparation instructions.

2.3. Situational Competencies

The contractor will supplement the skills and expertise of the ITS Program Managers in the Situational Competencies. See section L.15-C for additional details/proposal preparation instructions.

C.5 ACCESS TO SENSITIVE INFORMATION

Work under this contract may involve access to sensitive information* which shall not be disclosed by the contractor **or subcontractors** unless authorized by the Contracting Officer. To protect sensitive information, the contractor **and subcontractors** shall provide training to any contractor **and subcontractor** employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such information. Contractor **and subcontractors** employees found by the Government to be unsuitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the Contracting Officer.

The contractor shall ensure that contractor **and subcontractors** employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation; and (2) have background investigations in accordance with DOT Order 1632.2B, Personnel Security Management.

The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

**Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.*

Information Technology (IT) Services. The contractor **and subcontractors** shall be responsible for IT* security for all systems operated or connected to a DOT network, regardless of location. This includes any IT resources or services in which the contractor **and subcontractors** has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT (e.g., hosting DOT e-Government sites or other IT operations). If necessary, the Government shall have access to contractor and any

subcontractor facilities, systems/networks operated on behalf of DOT, documentation, databases and personnel to carry out a program of IT inspection (to include vulnerability scanning), investigation and audit to safeguard against threats and hazards to DOT data or IT systems.

Within 30 days of contract award, the contractor shall develop and provide to the Government for approval, an IT Security Plan which describes the processes and procedures the contractor will follow in performance of this contract to ensure the appropriate security of IT resources developed, processed, or used under this contract. This Plan shall be written and implemented in accordance with applicable Federal laws including: The Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), the Clinger-Cohen Act of 1996, and the Government Information Security Reform Act (GISRA) of 2000 and meet the Government IT security requirements including : OMB Circular A-130, Management of Federal Information Resources, Appendix 111, Security of Federal Automated Information Resources; National Institute of Standards and Technology (NIST) Guidelines; Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and DOT Order 1630.2B, Personnel Security Management.

The contractor **and subcontractors** shall screen its personnel requiring privileged access or limited privileged access to systems operated by the contractor for DOT or interconnected to a DOT network in accordance with DOT Order 1630.2B, Personnel Security Management, and shall ensure that contractor employees are trained annually in accordance with OMB Circular A-130, Government Information Security Reform Act (GISRA), and National Institute for Standards and Technology (NIST) requirements with a specific emphasis on rules of behavior.

The contractor shall include the above requirements in any subcontract awarded for IT services.

**IT means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information and as further defined in OMB Circular A-130 and the Federal Acquisition Regulation Part 2.*

C.6 SPECIFICATIONS FOR DELIVERABLES

Deliverables will be delineated in each Task Order and may take the form of hard copy publications, electronic media, and presentation materials. In addition, they may be published by one of several offices, including the ITS Joint Program Office, or other DOT Administrations. The following specifications apply to these deliverables, though which specifications to follow may depend upon which office is supporting the publishing activity. In addition, the contractor will be responsible for maintaining the accuracy of the delivered material as necessary and scoped within the appropriate task. Specific requirements will be delineated in each Task Order.

Because the following specifications apply to a number of different kinds of deliverable items, the contractor shall carefully review the entire set of specifications as given below before producing any given deliverable item, and the contractor shall confer with the COTR to resolve any doubt or any ambiguity as to which particular specifications shall apply to any given deliverable item to be produced under this contract.

TECHNICAL REPORTS

All technical reports shall be delivered in a Word 2003 (or newer version) or in any other format specified by the COTR for the specific work product, with hard copies as needed, and shall be provided electronically.

HARD COPY PUBLICATIONS

Publications Guidelines for the ITS Joint Program Office

For each publication, the contractor shall furnish the COTR with 5 copies of the final draft of the document. The contractor shall also supply an electronic version of the final draft via email and/or on CD ROM(s). Electronic text files shall also be in Word 2003 (or newer version) or equivalent format. Graphics may be created as separate elements and imported into the text file, but graphics must be included in the electronic version submitted to the ITS Joint Program Office. All fonts used in the document must be supplied on the CD ROM so the document will print as it appeared on the contractor's equipment. The use of one of the standard true type fonts that are provided with most printers is recommended. Art must be produced in a program that can export an interchange file format that can be imported into the full text. Photos must be in jpg or tif, with on-screen preview and with line screen appropriate for printing. Files should be provided in a manageable size.

Publications for All FHWA Offices, Including Those for the ITS Joint Program Office

All reports to be published shall be prepared in accordance with the "Guidelines for Preparing Federal Highway Administration Publications" (FHWA-AD-88-001), dated January 1988, and as amended by Change 1 dated May 20, 1994. Specifically, the contractor shall provide the government with the following for each report developed under this contract:

1. A completed Technical Report Documentation Page, Form DOT 1700.7 (8-72), which is located via the Internet at <http://www.bts.gov/itc/1770-7.pdf>. This form is necessary to ensure all reports are entered into the National Technical Information Service database.
2. An executive summary under separate cover. The executive summary shall consist of a one page description of the report, including the title, why is it important, what it

embodies; findings and/or benefits (expected or realized), real-world example, who is involved (principals, team, other significant participants) and the audience. All reports shall have an executive summary.

3. A printed version of the report. A camera-ready copy (a publication term used to define the finished manuscript, including all art work (illustrations or photographs) ready for printing by photographic or other means.

4. An electronic version of the report. All photographs and negatives used within the report are property of DOT.

5. A completed ITS Electronic Document Library (EDL) form. This profile must be completed to ensure all reports are properly indexed for storage and retrieval.

All reports not to be published shall conform to the formatting specifications requested by the Government's cognizant Task Manager.

ELECTRONIC MEDIA

HTML Coding

For documents (generally under 50 pages) to be coded by DOT staff: To submit electronic files to be coded by DOT staff the document should be sent in Word 2003 or above, with graphic files sent separately in either jpeg or gif format.

For documents over 50 pages to be coded by external sources: All web-enabled documents should be coded in HTML 3.2 or above, to be viewed in Internet Explorer browser versions 7.0 or better. Design and function need to be pre-approved by the COTR and appropriate web master (either FHWA, JPO, FTA, or NHTSA web master). Any scripting beyond HTML needs to be pre-approved by the appropriate web master. Documents should be broken down into manageable files and graphics should either be jpeg or gif and as small as possible (less than 50k). The usage of frames is permissible. Commented code should be used to support future revisions. Color codes should be hexadecimal, not word codes. These tags should be used: not, <i>not. Furthermore, <u>(underlining) should not be used. End paragraph tags</p> are not necessary. Animated graphics should not loop endlessly.

Graphics

Request for artwork to be designed for the web should be accompanied by originals (photos, slides, existing artwork, etc.) if possible. These will then be used as reference to check color.

Electronic files submitted for inclusion in the graphic should be saved in a jpeg or tif format with a resolution of 300 pixels/inch.

If there is an existing design that the graphic needs to tie into, or if there is a possibility that variations of this graphic may be used in the future, this should be discussed upon submitting graphic request.

PRESENTATION MATERIALS

Presentation materials that are prepared for conferences, briefings, courses, workshops, etc., and developed in electronic format shall be submitted in hard copy format as well as in the program of origin that is acceptable to DOT. Art must be produced in a program that can export an interchange file format that can be imported into other files, such as reports. Photos must be in tif or eps format, with on-screen preview and with line screen appropriate for printing.

SPECIFICATIONS FOR PHOTOGRAPHIC MATERIALS

Photographs shall be submitted as digital images, **OR** developed photographs, **AND** electronic files with resolution of at least 300 dpi (dots-per-square-inch), and stored in a tagged image file format (tiff). PowerPoint files may use lower resolution photographs; *however, photographic images embedded in the PowerPoint files must be separately delivered in 300dpi, tiff files.*

SPECIFICATIONS FOR FINAL REPORTS

The contractor shall provide the Government with the following, for any final report(s) developed under any Task Orders, as requested by the Government's cognizant Task Manager:

1. A completed Technical Report Documentation form DOT F 1700.7 (8-72). This form is necessary to ensure that all reports are entered into the National Technical Information Service database. (Form is located on <http://www.bts.gov/itc/1700-7.pdf>);
2. An executive summary under separate cover;
3. A camera ready copy including all art work (illustrations, photographs, charts or tables) when specified, ready for printing by photographic or other means;
4. An electronic (in Word 2003 or newer) version of the report;
5. A one-page description of the report, including the title, why it is important, what it embodies, findings and/or benefits (expected or realized), real-world examples of who is involved (principals, team, or other significant participants) and the audience;
6. A completed ITS Electronic Clearinghouse Document Profile Sheet; Applicable reports shall be prepared in accordance with the "Guidelines for Preparing Federal Highway Administration Publications" (FHWA-AD-88-001), dated January 1988, and as amended by Change 1, dated May 20, 1994. All reports or other documentation shall provide units of measurement in the SI (Metric) System with their English equivalents.

C.6.1 Minimum Requirements for FHWA Web Pages

The following minimum technical standards must be met by all FHWA web pages. Web documents that do not meet these standards will not be posted.

1. FHWA Web Pages will be encoded to conform to HTML 4.01 Transitional or higher, as defined by the World Wide Web Consortium.
2. File names will not exceed 20 characters in length. File names will be lower case, consist solely of letters, numbers and the underscore and will not contain slashes, spaces, tildes or hyphens. File extensions are to be 3 characters or less whenever possible (i.e. .htm instead of .html).
3. All web pages will have a title in the head section of HTML documents. The title should be unique (to the server), brief, and descriptive - not to exceed 150 characters in length.
4. Web pages must be free of broken links or missing images. All links to pages within the server will be relative.
5. Web pages posted on the public Internet will have a standard header and footer. Web pages posted on StaffNet (FHWA Intranet) must have a standard footer.
6. **FHWA web pages will comply with Section 508 web accessibility standards as established by the Architectural Transportation Barriers Compliance Board.**
7. All textual files posted on the FHWA Internet server will be available in HTML format. All other formats (PDF, Word, Excel, PowerPoint, etc.) will have HTML equivalents.
8. The bodies of web pages will use sans-serif fonts, e.g., Arial or Helvetica.
9. All non-DOT external links on Internet web pages will feature exit doors.
10. All entry point web pages on the Internet will feature a privacy policy statement (or a link to the Agency privacy policy statement on the main server).
11. Web pages that collect survey information from the public must be approved by the Office of Management and Budget, in accordance with the Paperwork Reduction Act.
12. New FHWA Web sites must be approved by the FHWA CIO before posting.
13. The use of "persistent" cookies on FHWA web sites is forbidden. "Sessions" cookies are permitted, subject to approval on a case-by-case basis.

C.6.2 Government Printing Requirements

Printers Dummy

As final copy, the contractor shall prepare a full-sized (or 90 percent-sized) dummy of the document, showing pagination, colors used, photo placement, and placement of text and all other visual elements.

Printers Disks

The final electronic files for printing shall be delivered to the FHWA on CD-ROMs, or other acceptable media. The disk shall include all necessary files for producing the printed document, and be accompanied by the standard GPO Form 952, Desktop Publishing---Disk Information. ***If the contractor fails to provide explicit instructions and all needed files and information with the final deliverables (printers dummy and printer's disks) the printing process will be delayed until the FHWA receives corrected files or information from the contractor. The FHWA is not responsible for any additional costs, which may be incurred as a result of missing or incomplete information provided by the contractor.***

C.7 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

Deliverables will be defined in each individual Task Order and may take the form of hard copy publications, electronic media, and/or presentation materials. In addition, they may be published by one of several FHWA and/or other DOT offices. Special requirements will be delineated in each Task Order. However, unless otherwise noted in individual task orders, the following requirements apply to final technical deliverables or other documents that FHWA plans to post on a Government website.

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act <http://www.access-board.gov/508.htm> and the Federal IT Accessibility Initiative (Home Page) <http://section508.gov/> for detailed information.

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, "Web-based intranet and internet information and applications," apply to this work. The standards are available at www.access-board.gov/sec508/508standards.htm. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further

questions, please contact the FHWA Contracting Officer's Technical Representative listed in this statement of work.

Electronic documents with images

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out.

Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packing, and packaging of items shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

D.2 SHIPMENT AND MARKING

Shipment of deliverable items, other than reports, shall be as follows:

Ship to: Research and Innovative Technology Administration
 Intelligent Transportation Systems Joint Program Office
 1200 New Jersey Avenue, SE

Washington, DC 20590

Mark for: James Pol, HOIT

The Contractor shall mark each shipment with the company name, this contract number, the item identification, quantity of items, and notice of partial or final delivery. Shipment of deliverable items may be electronic, provided contractor requests reply acknowledgement receipt.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 All work hereunder shall be subject to review by the Government.

E.2 FAR INSPECTION CLAUSES INCORPORATED BY REFERENCE.

52.246-4	Inspection of Services- Fixed Price (AUG 1996)
52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 12 months from the effective date of the contract. Performance shall begin on the effective date of the contract. Should the Government elect to exercise any of the options under this contract, the total contract period of performance shall be completed within the time frame specified in that option. In no event shall the total contract performance exceed 60 months. Notwithstanding the provisions of FAR Clause 52.217-9, the contract will be for a base period of 12 months, with a Government option for 4 additional 12-month periods.

F.2 ALLOWABLE PERIOD OF TASK ORDER ISSUANCE

All work and services required hereunder shall be completed on or before the date specified in the individual Task Orders. Task Orders may be issued up to the final day of this contract, and the contract will remain in force to allow for *completion* of all Task Orders *issued*. However, no *new* Task Orders shall be issued after the final day of the contract. The period of performance for a specific Task Order will be determined prior to the effective date of that Task Order, and will be specified within the Task Order.

F.3 PLACE OF PERFORMANCE

Unless otherwise specified in individual Task Orders, all work performed under this contract shall be performed at the selected Contractor's facilities or other Contractor-approved locations. As needed and as defined in individual Task Orders, FHWA may

require work performance onsite at the US DOT Headquarters in Washington, D.C. or at another Government facility. Any requirement for performance at a Government facility will be clearly defined in the Task Order. In the event that work is required to be performed at a Government facility, access to the facilities and all equipment necessary for the performance of the Task Order will be provided by the Government, as detailed in the Task Order.

Note: FHWA anticipates minimal occurrence of Task Orders requiring performance at a Government facility.

F.4 PLACE OF DELIVERY

All deliverables and a copy of the monthly reports (See Section G) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Ship to: Research and Innovative Technology Administration
Intelligent Transportation Systems Joint Program Office
1200 New Jersey Avenue, SE
Washington, DC 20590
Attention: James Pol, HOIT, Room E31-119
Email: james.pol@dot.gov

The monthly progress reports and other items as specified shall be delivered by email to the Contract Administrator at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-30A, Room E65-101
1200 New Jersey Ave., SE
Washington, D.C. 20590
Attention: Jennifer Johnson
Email: jennifer.johnson@dot.gov

F.5 SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as delineated in each Task Order. Performance shall begin on the effective date of each Task Order.

F.6 LEVEL OF EFFORT REQUIRED TO ACCOMPLISH WORK

In the performance of cost-plus-fixed-fee and firm-fixed-price Task Orders issued during the base period of performance of 12 months (one year) pursuant to this contract, the contractor shall provide a minimum of \$100,000 and a maximum of [REDACTED] hours of

technical effort. Direct productive labor hours are defined as actual work hours exclusive of vacation, holiday, sick leave and all other absences.

F.7 52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

F.8 52.247-34 F.O.B. DESTINATION (NOV 1991)

F.9 DELIVERABLE ITEMS

All deliverable items shall be in electronic format. Final deliverable items shall be in **both** hard copy and electronic format.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURES

All costs expended under this contract shall be incurred, and accounted for and billed under individual task orders. The Contractor may incur costs under this contract in the performance of task orders and task order modifications issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer.

NOTE: Authority to issue task orders under this contract is limited to a warranted Contracting Officer within the FHWA Office of Acquisition Management. No other office or agency is authorized to place task orders hereunder.

Performance under this contract is subject to the following ordering procedure:

- a. The Contract Administrator or the COTR will issue Task Order Proposal Requests (TOPR) to the Contractor. Each TOPR will indicate the objectives or results desired by the Government. These objectives shall be within the scope, period, and maximum value of the contract.
- b. The TOPR may be placed by written communications or electronic means. Each TOPR will state the due date for proposal submission.
- c. Each TOPR will contain, at a minimum, the following information:
 - (1) Name of the COTR;
 - (2) Contract number, TOPR number, due date and time, and submission instructions (i.e., email submission and/or number of copies required);

- (3) Description of work;
 - (4) If applicable, maximum number of contract labor hours and other resources authorized;
 - (5) Documentation requirements;
 - (6) Delivery schedule and estimated period of performance;
 - (7) Quality assurance standards, as appropriate;
 - (8) Travel ceiling authorized as applicable; and
 - (9) Planned Task Order award type (Firm-Fixed Price or Cost Plus Fixed Fee).
 - (10) Evaluation Factors for selection of task order awardee(s).
- d. The Contractor's Task Order Proposal shall outline the Contractor's overall approach for completing the Task Order and shall, at a minimum, include:
- (1) Signed cover letter stating the Contractor's point of contact, the contract number and the TOPR number;
 - (2) Technical approach for performing the work, including a detailed description of tasks proposed, and a table summarizing proposed deliverables and due dates;
 - (3) Proposed schedule and estimated date of commencement of work;
 - (4) Staffing approach for performing the work including staff labor categories and proposed roles, and a level of effort chart by labor category;
 - (5) Cost / Price proposal for the Task Order period of performance including:
 - Labor categories, staff names, direct labor hours, hourly rates
 - Indirect Rates and their bases
 - Subcontractors/Consultants and your cost analysis in accordance with FAR 15.404-3
 - Other Direct Costs with a breakout by category
 - Travel and materials cost estimates
 - Profit or Fixed Fee- total and the percentage and its application.
 - Total estimated cost or price for completion of the task order

- e. The Contractor shall not commence work on a Task Order without written authorization from the Contracting Officer.
- f. The Contractor shall not change or modify the delivery schedule of **any** task order without written authorization from the Contracting Officer.
- g. The Contract Administrator/Contracting Officer may modify Task Orders in the same manner as they are issued.
- h. In the event that there is a conflict between the requirements of the Task Order and the Contractor's proposal, the Task Order shall prevail.
- i. For Cost Plus Fixed Fee (CPFF) Task Orders:
 - If the Contractor, either at the time of receipt of a Task Order or at any time during task order performance, has reason to believe that the cost or number of labor hours will exceed the estimates set forth in the Task Order, the Contractor shall immediately notify the Contracting Officer in writing and suggest a revised estimate for completion of the work required. The Contracting Officer will make the final determination of the approved cost and number of direct productive labor hours for each task order.
 - The Contractor shall not exceed the estimated level of effort and cost specified in each Task Order without written authorization of the Contracting Officer.
 - The Limitation of Funds or Limitation of Costs clauses apply to each cost reimbursable task order individually. Therefore, the Contractor is required to notify the Contracting Officer by each individual task order in accordance with clauses 52.232-22, Limitation of Funds, and 52.232-20, Limitation of Costs, as applicable.

NOTE: Task Orders issued under this contract may be either CPFF or FFP depending on the nature of the work requested and as negotiated.

G.2 MONTHLY PROGRESS REPORT

The Contractor shall furnish an electronic copy of a monthly progress report to the COTR and to the Contract Administrator on or before the 15th of the month following the calendar month being reported. Each report shall contain concise statements covering the activities relevant to the statement of work, including:

- (a) A clear and complete account of the work performed under each Task Order.

- (b) An outline of the work to be accomplished during the next reporting period under each Task Order.
- (c) A description of any problem encountered or anticipated that will affect the completion of any individual Task Order within the time and fiscal constraints as set forth in the Task Orders, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) For CPFF Task Orders:
 - A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in the Professional Staffing of each task order.
 - A chart showing current and cumulative expenditures by month versus planned expenditures.
 - A chart showing cumulative expenditures versus funding obligated.
- (e) Preliminary or interim results, conclusions, trends, or other items of information that the Contractor feels are of timely interest to the FHWA.

G.3 MONTHLY STATUS MEETINGS

The Contractor shall conduct a monthly status meeting each month, on or about the 15th, with the COTR for purposes of addressing the progress of work, status of tasks, status of task proposals in progress, and other matters salient to executing this contract.

G.4 FUNDS AVAILABLE

- (a) Currently, funds in the amount of \$ [REDACTED] are obligated to this contract.
- (b) The balance of funding under this contract (\$ [REDACTED]) may be obligated subject to availability of funds and formal modification to this contract by the CO.
- (c) The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contract shall be made in writing to the CO. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

G.5 PAYMENT – COST REIMBURSEMENT (CPFF Task Orders)

- (a) The Contractor may be reimbursed for direct and indirect costs incurred in the performance hereof as are allowable under the provisions of Part 31 of the Federal Acquisition Regulation in accordance with the terms of approved Task Orders, subject to the Limitation of Funds Clause.

- (b) For Cost-Plus-Fixed-Fee Task Orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. See the "Invoices" section for submittal instructions. A statement of costs incurred by the Contractor in the performance of Cost-Plus-Fixed-Fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "Instructions for Completing the Public Voucher SF 1034" (See Section J, Attachment No. 2) to be considered proper for payment. Prior approval of the Contracting Officer is required if the Contractor wishes to use a different payment request format. Any payments hereunder will be made upon determination by the Contracting Officer that the requirements of the contract are being met.
- (c) In accordance with clause 52.232-25, "Prompt Payment," monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the Contractor is making adequate progress toward successful contract completion.
- (d) Final invoice payment shall be made upon the Contracting Officer's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.
- (e) PAYMENT OF FIXED FEE (CPFF Type Task Orders) - The actual amount of fixed fee payable under this IDIQ contract will be established through the issuance of Cost-Plus-Fixed-Fee task orders under the contract. The Contractor may claim the allocable portion of the fee for any given Task Order, as a part of each applicable monthly interim payment request.

G.6 PAYMENT - FIRM-FIXED-PRICE (FFP Task Orders)

For Firm-Fixed-Price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the Firm-Fixed-Price specified in the task order upon the Government's acceptance of all work under that task order. The Contractor may also request milestone payments in accordance with the milestone schedule negotiated for the task order. Satisfactory completion and acceptance of the Task Order will be made by the Contracting Officer's Technical Representative.

G.7 INVOICES

Submit all invoices for each task order to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) Invoice No. #
 - (ii) Contract / Task Order Number
 - (iii) Name of your Company/Organization
 - (iv) Attention: (Contract Specialist's name)
- (c) Include a cc to the Contract Specialist
- (d) Include a cc to the respective task manager (as specified in each task order)

Example: Invoice No. 1 of Contract No. DTFH61-08-C-00001 ABC Corporation,
Attention: (Contract Specialist's name)

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the Contractor must select one of the other submission options presented below:

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: [Contract Specialist Name]

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: [Contract Specialist Name]

Express Delivery Point of Contact: [to be filled in at award]

All invoices, regardless of submission method, must identify the Contract Specialist's Name as the invoicing point of contact.

An invoice submitted to an address other than those identified above will be returned to the Contractor as non-conforming.

G.8 INDIRECT COSTS (Applies Only to CPFF Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, For CPFF task orders issued, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional billing rate established by the Contracting Officer, or the cognizant DCAA Auditor. This INDIRECT COST provision does not operate to waive the LIMITATION OF Funds Clause. The Contractor's audited final indirect

costs are allowable only insofar as they do not cause the contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

G.9 BILLING RATES

The provisional indirect rates negotiated under this contract for billing purposes shall remain in effect until revised rates have been approved in writing by the Contracting Officer. The Contractor shall request new provisional billing rates in writing, no more frequently than semi-annually. Such request shall delineate the current and proposed rates to be used, along with the proposed effective date of new rates.

G.10 ESCALATION RATE

Annual escalation of labor rates for cost-reimbursement task orders shall not exceed [REDACTED] percent, beginning in the second year of this contract, unless otherwise authorized by the Contracting Officer.

G.11 FEE/PROFIT

The Contractor shall clearly identify the fee or profit proposed in each individual Task Order Proposal. Prior to award of individual Task Orders, the Government will evaluate, and negotiate as necessary, the fee or profit for the individual Task Order. Fee and profit shall be subject to FAR 15.404-4, Profit, including the statutory limitations on fee at FAR 15.404-4(c)(4)(i).

G.12 TRAVEL AND PER DIEM

Travel and Per Diem authorized under CPFF Task Orders under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

The amount of reimbursement shall not exceed the maximum limit authorized in any Task Order. Specific conditions and limitation applicable to travel under this contract are as follows:

1. **Local Travel** - Reimbursement **will not** be allowed for travel to or from the primary place of performance (i.e., Turner-Fairbank Highway Research Center (TFHRC) or DOT Headquarters Building) for those employees assigned there, or to or from the Contractor's office site.

2. **Temporary Assignments** - Any Task Order requiring assignment of Contractor personnel at locations outside the primary place of performance (i.e., TFHRC or DOT Headquarters Building) for less than 6 months will be considered a temporary assignment. Travel and per diem expenses as allowable, incurred in performing temporary assignments may be billed in accordance with Government Travel Regulations.

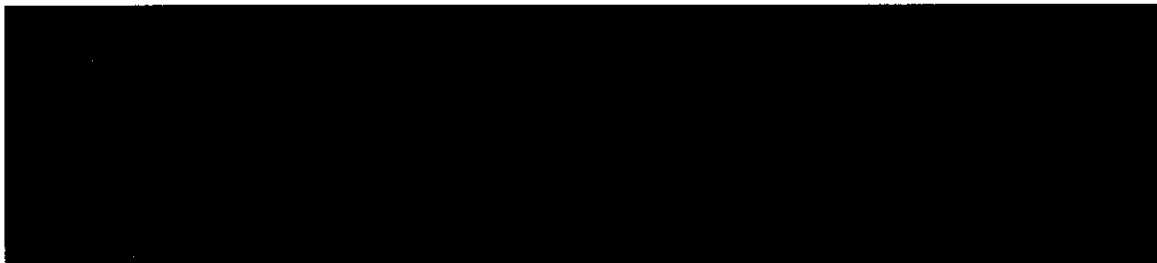
G.13 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR **is not authorized** to change the scope of work or specifications as stated in the contract and in any Task Order, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract and any Task Orders issued. The Contracting Officer shall authorize any such revisions in writing.

G.14 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:



Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

G.15 KEY PERSONNEL

The following individuals are designated as Key Personnel under this contract:

Position	Staff Member
----------	--------------

Program Executive	
Dep. Program Manager	
Co-Principal Investigator	

In the event that any key personnel become unavailable to continue in the performance of this contract, the appointment of a replacement shall be subject to prior approval of the Contracting Officer.

G.16 PROFESSIONAL STAFFING

The Contractor agrees to assign the following professional staffing to this contract work:

Position	Staff Member
Co-Principal Investigator	
Co-Principal Investigator	
Co-Principal Investigator	
Co-Principal Investigator	
Co-Principal Investigator	
Co-Principal Investigator	

In the event the Contractor finds it necessary to replace any of the assigned personnel during the performance of the contract, the Contracting Officer shall be notified in advance.

G.17 CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Program Manager(s) for this contract is/are: [Offeror fill in proposed personnel], who shall communicate with the COTR to determine the Government's work requirements as set forth in the Task Orders' Statements of Work and shall assure that these requirements are fulfilled. In the event the designated Program Manager(s) are incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent Program Manager(s) shall be subject to the approval of the Contracting Officer.

G.18 RESTRICTIONS AND STANDARDS OF CONDUCT

While working on Government premises, contractor employees shall conduct only business covered by this contract and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

G.19 AGENCY TASK ORDER OMBUDSMAN

The Contracting Officer's selection decision on each Task Order request shall be final and is not subject to protest, except for a protest that the Task Order increases the scope, period, or maximum value of the contract. Accordingly, in accordance with FAR 16.505 (b) (5), an ombudsman has been appointed to hear and facilitate the resolution of contractor's concerns resulting from task order award. The existence of the ombudsman does not diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

If the Contracting Officer cannot make resolution, interested parties may contact the FHWA ombudsman, Ms. Patricia Prosperi, at the following address:

Ms. Patricia A. Prosperi
Associate Administrator for Administration/Agency Competition Advocate
HAD-1
1200 New Jersey Avenue, SE
Washington, DC 20590
E-mail: administration.fhwa@dot.gov

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SOURCE CODE FOR SOFTWARE

Delivery of all source code for software developed under this contract shall be in both electronic and paper form.

Notwithstanding any other clause in this contract, the FHWA will have "unlimited rights", as that term is defined in FAR 27.401, in the software and source code delivered under this contract. As a result, the FHWA may modify and distribute the software and source code to the public, including employees of state departments of transportation, without restriction.

H.2 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or

control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

H.3 INTELLECTUAL PROPERTY

The contractor and subcontractors shall not copyright any paper, reports, forms, software, or other materials which are first developed under and are a part of its work under this contract without written approval of the Contracting Officer, and all proprietary rights to materials first developed under this contract shall rest solely with the Government, with no compensation to the contractor or subcontractors beyond the payments made under this contract. Contractor and subcontractors agree that all copyright and patent right to materials, programs, reports, software, inventions and all other intellectual property developed under this contract shall be the property of the Government, and thereby assigns such reports and intellectual property to the Government. Upon completion or termination of this agreement, all reports prepared by the contractor or subcontractors, including all graphics, texts, and computer files, as instruments of service, shall become the property of the Government.

In addition to the paragraph above, the term "contractor property" shall mean all pre-existing materials, including, but not limited to, any products, software, materials and methodologies and processes related to contractor's or subcontractors' products or services, all of which shall remain in the sole and exclusive property of the contractor or subcontractor or suppliers. Subject to receipt of payment in full and to the terms of this contract, contractor and subcontractor grants the Government a non-exclusive, perpetual license to use the contractor property contained in the deliverables provided hereunder for purposes of the contract.

H.4 PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

- a. It is anticipated that in performance of this contract, the Contractor and Subcontractors may require access to, or receipt of, information and data relating to DOT/FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.
- b. The Contractors and Subcontractors shall not disclose such information acquired to anyone, other than those Contractor, subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.

- c. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor and Subcontractors shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- d. It is anticipated that during performance of this contract, the Contractor and Subcontractors may be issued Task Orders involving technical evaluations of other Contractor's offers or products. FAR 9.505-3 provides that contracts shall not generally be awarded to a Contractor that would evaluate, or advise the Government concerning, its own products or activities, or those of a competitor, without proper safeguards to ensure objectivity and protect the Government's interests. These safeguards will be accomplished by restricting future contracting with the Government, as delineated below.
- e. FHWA will not unilaterally disclose to the Contractor and Subcontractors any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor and Subcontractors requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- f. It is agreed by the parties of this contract, that the Contractor and Subcontractors will be restricted in its future contracting with the Government, in the manner described below in this sub-section f. Except as specifically provided below in this sub-section f, the Contractor and Subcontractors shall be free to compete for FHWA business on an equal basis with other companies. If the employees of the Contractor and Subcontractors, under the terms of this contract, acquires or obtains information specified in paragraphs a or c of this section and if that information is not publicly available and could give the Contractor and Subcontractors a competitive advantage in subsequent procurements or would be adverse to the interests of the Government, then the employees of the Contractor and Subcontractors shall be ineligible to perform work for the prime contractor, subcontractor or consultant, or in any capacity to any supplier under an ensuing Government contract. Further, if the employees of the Contractor and Subcontractors, under the terms of this contract, are required to develop specifications or a statement of work, or to develop materials leading directly, predictably or without delay to a statement of work to be used in the competitive procurement of a system or services, the employees of the Contractor and Subcontractors shall be ineligible to perform the work described within that solicitation as a prime contractor, subcontractor, consultant, or in any capacity to any supplier under an ensuing FHWA contract. Any questions on this matter shall be addressed to the Contracting Officer.

- g. These restrictions do not limit the Contractor's and Subcontractors' right to use and disclose any information and data obtained from another source without restriction.
- h. The Contractor and Subcontractors agrees to train its employees who will have access to such sensitive information in all necessary security procedures and require them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information. **Non-disclosure agreements will be required to be signed annually by contractors and subcontractors.**
- i. In the event that the Contractor or Subcontractors fails to comply with this provision of the contract, the Government may terminate the contract for default.
- j. The Contractor shall include this provision, including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract unless excused in writing by the Contracting Officer.

H.5 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. One copy of any material proposed to be published or distributed shall be submitted to the COTR.

H.6 QUALITY ASSURANCE STATEMENT

The Federal Highway Administration provides high-quality information to serve Government, industry, and the public in a manner that promotes public understanding. Standards and policies are used to ensure and maximize the quality, objectivity, utility, and integrity of its information. FHWA periodically reviews quality issues and adjusts its programs and processes to ensure continuous quality improvement.

H.7 SITE VISITS

The FHWA, through its authorized representative, has the right at all reasonable times, to make site visits for the purpose of reviewing the project accomplishments and management control systems, and to provide technical assistance and guidance as may be required. If any site visit is made by the FHWA on the premises of the Contractor, a team member, or a subcontractor performing work under the contract, same will provide and will require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the FHWA and other Government representatives, in the performance of their duties.

H.8 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

(1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. (See definition in DOT Order 3902.10)

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors are encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

(End of clause)

H.9 GOVERNMENT FURNISHED OR ACQUIRED PROPERTY

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. The following Government furnished or Contractor acquired property is provided to the Contractor for performance under this contract, and shall be accounted for as provided in 1252.245-70, below:

[Property to be designated as necessary in individual Task Orders]

H.10 CONTROL AND DISPOSAL OF HAZARDOUS CHEMICALS

The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations 29 CFR Parts 1910 and 1926. Attention is directed to the control of hazardous material, Section 1910.1200 of the OSHA regulations and the Environmental Protection Agency regulations concerning the disposal of hazardous waste [Solid Waste Disposal Act, as amended by the Resources Conservation Act of 1976, as amended (42 U.S.C. 6901 et seq.)].

H.11 RECORDS MANAGEMENT

The Contractor shall comply with all Federal and DOT records management regulations regarding Federal recordkeeping requirements including the creation, maintenance and use, and disposition of records in all media (paper, electronic, audiovisual, Web sites, etc.).

Federal requirements can be located in Title 44, United States Code (USC), Chapter 31, at <http://www.archives.gov/about/laws/fed-agencies.html>, 44 USC Chapter 33 at <http://www.archives.gov/about/laws/disposal-of-records.html>, and Title 36, Code of Federal Regulations (CFR), Subchapter B, at <http://www.archives.gov/about/regulations/subchapter/b.html>.

DOT requirements can be located in DOT Order 1350.2, Departmental Information Resource Management Manual (DIRMM), at <http://cio.ost.dot.gov/portal/site/cio/dirmm/>, particularly Chapter 9, Departmental Records Management Program, at <http://cio.ost.dot.gov/DOT/OST/Documents/files/chapter9.doc>.

H.12 PROPRIETARY RIGHTS IN REPORTS

All property rights, including publication rights, in progress reports and final reports produced by the Contractor in connection with this contract provided for hereunder shall rest in the Government.

H.13 LIABILITY

The Government cannot indemnify the Contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the Contractor is required to obtain adequate property, vehicle and liability insurance during the entire period of performance, as appropriate, in accordance with the provisions of the clause at FAR 52.228-7, which is incorporated into this contract in Section I. Evidence of such insurance must be submitted to the Contracting Officer as a condition of award.

H.14 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this contract in the following terms:

“This material is based upon work supported by the Federal Highway Administration under contract number DTFH61-11-D-00019.”

Additionally, all materials must contain the following statement:

“Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration.”

H.15 REPRINTS OF PUBLICATIONS

At such time that any article resulting from work under this contract is published, two reprints of the publication shall be sent to the COTR, clearly referencing this contract number and any other appropriate handling information. Written notification shall also be provided to the Contracting Officer.

H.16 TASK ORDER PROPOSAL PREPARATION COSTS

This contract does not include a separate administrative task order to cover the costs of proposing on Task Orders. Contractors are to handle such costs in accordance with their disclosure statements/cost accounting system.

**H.17 CONTRACTOR PERSONNEL PREPROCESSING,
BACKGROUND INVESTIGATION and INFORMATION
SECURITY SYSTEM AWARENESS TRAINING**

- a. This FHWA local clause is applicable to contracts that have or will have Contractor Personnel (CP) working onsite in FHWA facilities, have CP who require DOT network access, require access to sensitive information, OR access to DOT resources. The clause is issued to:

- 1) supplement DOT HSPD-12 Personal Identity Verification, TAR 1252.237-70 Qualifications of Contractor Employees, and TAR 1252.239-70 Security Requirements for Unclassified Information Technology Resources,
 - 2) provide detailed instructions for preprocessing CP and initiating background investigations,
 - 3) implement the requirement for CP who work onsite in FHWA facilities OR require Department of Transportation (DOT) network access to submit proof of Information Security System Awareness (ISSA) training in conjunction with their background investigation request, and
 - 4) provide information about the required ISSA training.
- b. CP shall not be permitted to begin work in FHWA facilities, have connectivity to the DOT network, access sensitive information, OR access DOT resources until documentation required to initiate a background investigation is received, ISSA training is completed, and authorization is received from FHWA Personnel Security. The initial process takes several business days and IS ONLY THE BEGINNING OF THE ACTUAL BACKGROUND INVESTIGATION. The Contractor, Program Manager (PM)/CP will be notified by FHWA Personnel Security via e-mail once CP are cleared to report for duty. While CP may report for duty, final clearance is granted only after the background investigation is complete. Completion of the background investigation can take months depending upon the actual investigation findings and the depth of investigation that results from those findings. The Government will provide the Contractor/PM/CP with all required forms to initiate a background investigation for use by CP. Contractor/PM/CP shall complete and submit required forms for a background investigation as soon as possible after notification of selection for a position. It is imperative that the PM and CP respond promptly to any additional information requests from the COTR, FHWA Personnel Security, or the Office of the Secretary of Transportation (OST) Security Office so that the process can be completed as efficiently and quickly as possible.
- 1) Immediately upon notification of selection for a position, CP shall fill out the Form DOT 1600.8, Personnel Security Action Request and Notification. This form is used to initiate a background investigation. The Form DOT 1600.8 can be found here <http://www.volpe.dot.gov/career/docs/psaf1600-8.doc> or sent to the Contractor/PM/CP by the Contracting Officer's Technical Representative (COTR). Upon completion, this form shall be submitted to the field specialist/COTR who will complete the "Requesting Office" section. The COTR will submit the completed DOT 1600.8 to FHWA Personnel Security.
 - 2) In addition to the DOT 1600.8, CP shall provide two fingerprint samples for the background investigation. Contractor/PM/CP can obtain the blank fingerprint cards from the COTR. CP can have fingerprints taken at their local Law Enforcement agency. PMs in the local commuting area (DC,

Virginia, Maryland, etc.) may arrange through their COTR for CP to visit the Identification Media Center in the Headquarters West Building, Room W-12 for fingerprinting. Contractor/PM/CP shall mail or express mail (highly recommended) two fingerprint cards to FHWA Personnel Security. CP in the local commuting area have the choice of mailing their fingerprint cards or giving them directly to the COTR. It is highly recommended that CP who will be working at Headquarters or Turner-Fairbanks Highway Research Center get fingerprinting done at the Identification Media Center in the Headquarters West Building.

- 3) All onsite or network access CP must complete ISSA training. ISSA training can be found at <http://iase.disa.mil/eta/index.html>, with the title "Federal ISS Awareness (for non-DoD Personnel)." Questions about the ISSA training should be directed to the COTR. After completion, CP must print a copy of the training certificate. The certificate shall be submitted along with the DOT 1600.8 to the COTR. Subsequent refresher training is required annually by a date to be determined each year.
- 4) The Electronic Questionnaires for Investigations Processing (E-QIP) system provides a questionnaire that is used to collect information required to do a background investigation. For CP who have a current background investigation, the Contractor/PM/CP will be notified by the OST Security Office if the E-QIP is required. CP will be granted access to the EQIP system after the DOT 1600.8 is submitted to FHWA Personnel Security by the field specialist/COTR. CP will receive an email from the OST Security Office and/or the FHWA Personnel Security with a link to the E-QIP system. The e-mail will also contain instructions on the required actions and documents that must be completed and submitted to the COTR. Note that the documents may be hand carried to FHWA Personnel Security by the PM or CP provided that they are escorted by the COTR.
- 5) Once the items listed above are received and processed by FHWA Personnel Security, and the PM or CP receive notification that CP may report for duty, the COTR will initiate a request for DOT network access. When that access is received, which may take several days, CP will receive e-mail instructions for applying for a DOT identification (ID) card. The process to receive the ID card is governed by OST Security Office and may also take several days.
- 6) If, due to the results of the background check or any other reason, CP are found to be unsuitable for work under a FHWA contract, the COTR will notify the Contractor/PM.

H.18**CONTRACTOR PERSONNEL OUTPROCESSING**

This FHWA local clause is applicable to contracts that have or will have one or more of the following:

- 1) Contractor Personnel (CP) working onsite in FHWA facilities.
- 2) CP who require DOT network access.
- 3) CP who require access to sensitive information.
- 4) CP who require access to DOT resources.

Contractor companies shall ensure that their personnel properly outprocess FHWA when leaving a position supporting FHWA contract activities. The FHWA Contracting Officer MAY WITHHOLD PAYMENT OF PENDING INVOICES until CP are properly outprocessed. All questions relating to outprocessing FHWA should be directed to the COTR or the Contracting Officer. At a minimum, the following must be accomplished by the Contractor's Program Manager or CP prior to CP departure from FHWA:

- 1) Return ALL government property assigned to CP.
- 2) Contact the FHWA Service Request Manager (SRM) for removal of DOT network access privileges, computer accounts, and authentication tokens, such as network accounts in Active Directory, Virtual Private Network, and Shared-drive access. The COTR can provide the name for the FHWA SRM for the program office.
- 3) Turn in DOT identification card to the COTR.

PART II

SECTION I - CONTRACT CLAUSES

I.1 PRINTING RESTRICTIONS

All printing funded by this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (5 years).

(End of Clause)

I.4 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.5 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of 18,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the final task order.

(End of Clause)

I.7 TAR 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES

QUALIFICATIONS OF CONTRACTOR EMPLOYEES (DEVIATION)
(MAY 2005) - Alternate 1 (October 2005).

- a. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
- b. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.
- c. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
- d. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Technical Representative (COTR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.
- e. The Contractor shall ensure that Contractor employees are citizens of the United States of America or aliens who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced Bureau of Citizenship and Immigration Services documentation; and
- f. The Contractor shall immediately notify the COTR or PM when an employee's status changes (e.g., employee's transfer, completion of a project, retirement, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.
- g. To ensure the requirements of FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, are met, the Contractor shall:
1. Provide a listing of personnel for whom an identification (ID) card is requested to the COTR or PM who will provide a copy of the listing to the card issuing office.

- This may include Contractor and Subcontractor personnel. Follow issuing office directions for submittal of an application package(s).
2. While visiting or performing work on a DOT facility, as specified by the issuing office, PM or COTR, ensure that Contractor employees prominently display their identification card.
 3. Promptly deliver to the issuing office: (1) all ID cards assigned to an employee who no longer requires access to the facility; and (2) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.
 4. Immediately report any lost or stolen ID cards to the issuing office and follow their instructions.
- h. The Contractor shall include the substance of this clause in all subcontracts at any tier where the Subcontractor may have access to Government facilities, sensitive information, or resources.
- i. Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

I.8 TAR 1252.239-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (APR 2005)

- (a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology", as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:
- (1) Hosting of DOT e-Government sites or other IT operations;
 - (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
 - (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

- (b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:
- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
 - (2) National Institute of Standards and Technology (NIST) Guidelines;
 - (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
 - (4) DOT Order 1630.2B, Personnel Security Management.
- (c) Within 30 days after contract award, the Contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.
- (d) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted accreditation documentation.
- (e) On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

- (f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's or system files without proper authority. Absence of access controls IS NOT authorization for access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

- (g) The Contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

- (h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.
- (i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.
- (j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent

required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

- (k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.
- (l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

(End of clause)

I.9 TAR 1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its Subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

(End of Clause)

I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/> for Federal Acquisition Regulation (FAR clauses, and for Administration (GSA) Site of the Federal Acquisition Regulations (FAR)); <http://www.dot.gov/ost/m60/tamtar/tar.htm> (the Official DOT Site of the Transportation Acquisition Regulations (TAR)) clauses.

(End of Clause)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.202-1 Definitions (JUL 2004)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

- 52.203-7 Anti-Kickback Procedures (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)
- 52.203-14 Display of Hotline Poster(s) (DEC 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- 52.204-7 Central Contractor Registration (APR 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
- 52.209-8 Updates of Information Regarding Responsibility Matters (APR 2010)
- 52.215-2 Audit and Records - Negotiation (JUN 1999)
- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
- 52.215-23 Limitations on Pass-Through Charges (OCT 2009)

- 52.216-7 Allowable Cost and Payment (DEC 2002)
The designated payment office will make interim payments for contract financing on the "30th" day after the designated billing office receives a proper payment request.
- 52.216-8 Fixed Fee (MAR 1997)
- 52.217-8 Option to Extend Services (NOV 1999)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
- Note:** The factor in paragraph (b) is 10 percent. If the Offeror elects to waive the price evaluation adjustment check this box [].
- 52.219-8 Utilization of Small Business Concerns (MAY 2004)
- 52.219-9 Small Business Subcontracting Plan (APR 2008) Alternate II (OCT 2001)
- 52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-28 Post-Award Small Business Program Re-representation (APR 2009)
- 52.222-2 Payment for Overtime Premiums (JUL 1990)
Paragraph (a) insert "\$0"
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
- 52.222-38 Compliance With Veterans' Employment Reporting Requirements (DEC 2001)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (JAN 2009)

- 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007) - Alternate I (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.227-14 Rights in Data - General (DEC 2007)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- 52.229-3 Federal, State, and Local Taxes. (APR 2003)
- 52.230-2 Cost Accounting Standards (OCT 2008)
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2008)
- 52.230-6 Administration of Cost Accounting Standards (APR 2005)
- 52.232-1 Payments (APR 1984)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (OCT 2008)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)

- 52.232-25 Prompt Payment (OCT 2008) - Alt I (FEB 2002)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-1 Changes – Fixed Price (Aug 1987) – Alternate III (APR 1984)
- 52.243-2 Changes - Cost-Reimbursement (Aug 1987) – Alternate I (APR 1984)
- 52.243-7 Notification of Changes (APR 1984)
- 52.244-2 Subcontracts - Alternate I (JUN 2007)
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items (FEB 2009)
- 52.245-1 Government Property (JUN 2007)
- 52.245-9 Use and Charges (JUN 2007)
- 52.246-25 Limitation of Liability- Services (FEB 1997)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

- 52.251-1 Government Supply Sources (APR 1984)
- 52.252-6 Authorized Deviations in Clauses (APR 1984)

- 52.253-1 Computer Generated Forms (JAN 1991)

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES

- 1252.223-71 Accident and fire reporting (APR 2005)
- 1252.223-73 Seat belt use policies and programs (APR 2005)
- 1252.242-71 Contractor Testimony (OCT 1994)
- 1252.242-72 Dissemination of Contract Information (OCT 1994)
- 1252.242-73 Contracting officer's technical representative. (OCT 1994)

-- End of Section I, Part II --

PART III

SECTION J - LIST OF ATTACHMENTS

1. FHWA Billing Instructions for Cost Reimbursement Contracts - 4 pages
2. Instructions for Completing the Public Voucher SF 1034 – 1 page